

EXHIBIT 19

AMERICAN ARBITRATION ASSOCIATION
CONSUMER RULES AND MASS ARBITRATION SUPPLEMENTARY RULES

In Re Valve Corporation

ORDER ON RESPONDENT’S MOTION TO STAY
PROCEEDINGS

On December 16, 2024, the American Arbitration Association (“AAA”) disqualified arbitrator Janice Sperow in 24 matters pending before me.¹ On June 6, 2025, I denied Claimants’ motion to reinstate Arbitrator Sperow for lack of jurisdiction. Respondent has submitted a motion to stay these proceedings due to the pendency of its application in federal district court to enjoin these arbitrations. Respondent contends the parties’ original agreement to arbitrate all disputes between them on an individual basis has been retroactively negated by a subsequent agreement to resolve all disputes in court. The parties litigated this issue before arbitrator Sperow, who issued a determination on November 17, 2024, denying a nearly identical application to stay these proceedings. In her decision, arbitrator Sperow determined that she, rather than a court, had primary jurisdiction to determine whether the subsequent subscriber agreement could retroactively deprive the arbitrator of jurisdiction. Arbitrator Sperow ruled she had jurisdiction because jurisdiction unquestionably had originally been vested in arbitration.

Claimants seek to have that decision apply to Respondent’s application as a matter of stare decisis or law of the case. However, pursuant to Consumer Rule 20,

If for any reason an arbitrator cannot or is unwilling to perform the duties of the office, the AAA may declare the office vacant. Any vacancies shall be filled based on the original procedures used to appoint the arbitrator. If a substitute arbitrator is appointed, the substitute arbitrator will decide if it is necessary to repeat all or part of any prior ruling or hearing.

Under the plain language of Rule 20, I have the authority to determine whether there is good cause to revisit arbitrator Sperow’s ruling.

The underlying assumption in arbitrator Sperow’s decision is that once an arbitrator properly has jurisdiction over a dispute, the arbitrator rather than a court has the jurisdiction to determine whether the parties have revoked

¹ The cases before me and subject to this Order are listed on Exhibit A.
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1 their agreement to arbitrate. As the Supreme Court noted in *Coinbase v. Suski*, 144 S. Ct. 1186 (2024), “[j]ust as the
2 arbitrability of the merits of a dispute depends upon whether the parties agreed to arbitrate that dispute, so the question
3 ‘who has the primary power to decide arbitrability’ turns upon what the parties agreed about *that* matter.” (Internal
4 citation omitted.) Because nothing in the purported amendment to the dispute resolution provision of the Subscriber
5 Agreement gives me the power to determine whether the amendment is valid, both arbitrator Sperow and I lack
6 jurisdiction to make that determination.

7 However, just because an arbitrator lacks jurisdiction to make an arbitrability determination does not mean
8 as a matter of law that a properly commenced arbitration must be dismissed or stayed based on the mere allegation of
9 a subsequent agreement to resolve disputes in court. This is especially true in cases, such as these, where there has
10 been no express agreement to dismiss any of the individual pending actions. Instead, Respondent relies on language
11 in the new form Subscriber Agreement that purports to apply its terms retroactively: “*You and Valve agree that*
12 *disputes and claims between you and Valve (including any dispute or claim that arose before the existence of this or*
13 *any prior agreement) shall be commenced and maintained exclusively in any state or federal court located in King*
14 *County, Washington, having subject matter jurisdiction.*” (Emphasis added.)

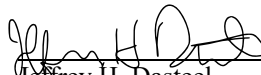
15 Respondent, presumably, relies on the word “maintained” in the above quoted language to support its position
16 that pending arbitrations should be dismissed for lack of jurisdiction. As noted above, whether Respondent’s attempt
17 to unilaterally amend the Subscriber Agreement is valid and, if valid, whether the quoted language is sufficient to
18 deprive pending arbitrations of jurisdiction, is a matter for a court to decide. However, in the absence of a temporary
19 or permanent court injunction the mere pendency of an injunction motion in federal court does not deprive the
20 arbitrator of jurisdiction over a preexisting action. It is within the arbitrator’s discretion whether to stay the arbitrations
21 pending the outcome of jurisdictional litigation in federal court.

22 In determining whether to grant Respondent’s request to stay these proceedings, I take into account the status
23 of the proceedings at the time I was appointed to replace arbitrator Sperow, the status of the proceedings in federal
24 court, the risk that holding merits arbitrations in two dozen cases will be a waste of arbitral resources, and the
25 vacillating positions of the parties on the jurisdictional questions in the various matters before me. In that regard, I
26 note that the cases before arbitrator Sperow were on the eve of merits hearings, that for whatever reason resolution of
27 the jurisdictional dispute in federal court does not appear to be imminent either on a temporary or permanent basis,
28 and Claimants’ counsel has taken the apparently conflicting position that these Claimants are both included within the
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1 proposed definition of a class in a putative class action and also should have their day in arbitration over the same
2 dispute. On the other hand, Respondent has reversed course in the cases before me, first claiming the Subscriber
3 Agreement binds each consumer to individual arbitration and then purporting to amend the agreement to deprive
4 subscribers of the right to pursue their claims in arbitration. Although a class action probably is the most efficient
5 means to resolve the thousands of nearly identical disputes raised by claimants, there is no indication Respondent has
6 agreed to such a procedure for these Claimants. Instead, it is evident that Claimants' counsel and Respondent's counsel
7 are proceeding tactically to gain perceived procedural advantages in alternative forums.

8 Based on the foregoing, and with due regard for the procedural posture of the matters I inherited from
9 arbitrator Sperow,² I determine that Respondent is entitled to a limited seventy-five day stay to give it the opportunity
10 to seek a temporary, preliminary, or permanent injunction against these proceedings in court. Absent a court order
11 enjoining these proceedings, merits arbitrations on the 24 matters listed in Exhibit A hereto shall commence on August
12 25, 2025, by Zoom video at 9:30 a.m. PDT. The parties are required to meet and confer and provide me by no later
13 than July 1, 2025, a proposed set of pre-hearing deadlines for the exchange of documents, witness lists, prehearing
14 briefs, an estimate of the number of hearing days required, and a proposed sequence of Claimants' cases.

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18 Dated this 11th day of June 2025.

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21 Jeffrey H. Dasteel
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² Although Respondent repeatedly cites to my prior ruling in other matters as justification for an unlimited stay in these matters, Respondent ignores the stark difference in procedural posture of those matters. Those matters were in the preliminary pleading stages without any discovery having taken place. As noted above, these matters were on the eve of a merits hearing.

EXHIBIT A

012300053478	Brady Paul	Jeffrey H Dasteel
012300053479	Thomas Abbruzzese	Jeffrey H Dasteel
012300053480	Jeremy Kirkwood	Jeffrey H Dasteel
012300053481	Gavin Borchers	Jeffrey H Dasteel
012300053483	Jeff Ramirez Ochoa	Jeffrey H Dasteel
012300053484	Simon Savlas	Jeffrey H Dasteel
012300053485	Zachary Parsley	Jeffrey H Dasteel
012300053487	Kevin Montes	Jeffrey H Dasteel
012300053488	Robert Lewis	Jeffrey H Dasteel
012300053489	Carson Plaisance	Jeffrey H Dasteel
012300053490	Carter Baker	Jeffrey H Dasteel
012300053491	Anthony Galatolo	Jeffrey H Dasteel
012300053492	Caleb Orella	Jeffrey H Dasteel
012300053493	Collin Evans	Jeffrey H Dasteel
012300053494	Jose Aranda	Jeffrey H Dasteel
012300053496	Hugh Phillips	Jeffrey H Dasteel
012300053498	David Antolic	Jeffrey H Dasteel
012300053499	James Davis	Jeffrey H Dasteel
012300053500	Jared Myers	Jeffrey H Dasteel
012300053501	Alexander Brumley	Jeffrey H Dasteel
012300053502	Nicholas Tynes	Jeffrey H Dasteel
012300053503	Timothy Pablo Penaranda	Jeffrey H Dasteel
012300053504	Vincent Keegan	Jeffrey H Dasteel
012300053505	Alexander Schlosser	Jeffrey H Dasteel